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May 15, 2015

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Fifth Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and
TW Telecom of South Carolina LLC pursuant to Sections 251 and 252 of
the Telecommunications Act of 1996
Docket No. 1997-383-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and TW Telecom of South Carolina LLC submit to the South Carolina Public Service Commission the Fifth amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and TW Telecom of South Carolina LLC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

cc: James E. McDaniel

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH
CAROLINA**

AND

TW TELECOM OF SOUTH CAROLINA LLC



Signature: eSigned - Gary BlackSignature: eSigned - William A. BockelmanName: eSigned - Gary Black
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Carrier Relations
(Print or Type)Title: Director
(Print or Type)Date: 13 May 2015Date: 14 May 2015

tw telecom of south carolina llc

BellSouth Telecommunications, LLC d/b/a AT&T
SOUTH CAROLINA by AT&T Services, Inc., its
authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
SOUTH CAROLINA	8402	174B	7178

Description	ACNA Code(s)
ACNA(s)	XPC,TIM

**AMENDMENT TO THE AGREEMENT
BETWEEN
TW TELECOM OF SOUTH CAROLINA LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a **AT&T SOUTH CAROLINA** ("**AT&T SOUTH CAROLINA**") and tw telecom of south carolina llc ("CLEC"). **AT&T SOUTH CAROLINA** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T SOUTH CAROLINA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved November 2, 2007 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace the CLEC Notices information in Section 19.3 of the General Terms and Conditions of the Agreement with the following:

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: Legal – Interconnection Services
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: VP – Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	N/A
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Carolyn Ridley Level 3 Communications - Senior Director of State Public Policy
STREET ADDRESS	2078 Quail Run Drive
CITY, STATE, ZIP CODE	Bowling Green, KY 42104
PHONE NUMBER*	(615) 584-7372
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Carolyn.Ridley@Level3.com

3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.